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December 19, 2023

By ECF

Hon. Taryn A. Merkl
United States Magistrate Judge
United States District Court for the Eastern District of NY
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Sylla et al., v. Amazon Labor Union et al.
Civil Case No. 23- 05261 (AMD)

Dear Magistrate Merkl:

On December 13, 2023 Mr. Schwartz wrote to this Court stating that because he had agreed to no longer represent Michelle Valentine Nieves as a Plaintiff in this underlying action that Defendants motion to disqualify him was moot. In this letter he asked that the Court immediately memorialize that the issue of the mootness of the disqualification motion. The Court asked for Defendants' response.

However, I have been asking Mr. Schwartz if he still represents Ms. Valentin Nieves in any capacity against the Defendants and/or if he knows who her current counsel is. Unfortunately, Mr. Schwartz has not responded to these questions. Defendants are concerned that Mr. Schwartz' continuing concurrent representation of Ms. Valentin Nieves is either wittingly or unwittingly undermining the settlement agreement he and Plaintiffs negotiated with the Defendants in your courtroom on December 8, 2024.

That is, Ms. Valentin Nieves continues to refuse to provide Defendants with access to the Union's passwords to Defendants' gmail suite, "You Tube" channel, "Instagram "X" (formerly "Twitter"), email marketing platform "Mailchimp" and Facebook accounts before and after her termination. It is undersigned counsel's understanding that since her removal as Vice President, Ms. Valentin Nieves has refused the Defendants' requests to return those passwords. Rather Ms. Valentin Nieves continues to use the union's "You Tube" channel and gmail suite to claim she is the current Vice President as well as to spread mis-information to the members including that all Union grievances and complaints should be sent to her directly rather than to the union's grievance

coordinator. This has resulted in workers' grievances not reaching Defendants' grievance coordinator resulting in member anger and confusion with the union's inaction.

Yesterday, on December 18, 2023 one of the named plaintiffs, Ms. Sultana Hossain, sent an email from Ms. Hossain's Gmail address naming herself as "ALU /ALU Reform Caucus" to a broad list of Defendant's members and supporters via Defendants email marketing platform "mailchimp" announcing a "walkout" called by both Plaintiffs and Defendants. This was not authorized by Defendants and can have a detrimental effect on the parties' agreement in principle on how to move forward as a unified union. At the bottom of the email there is a link to the Union's You Tube channel upon which Ms. Valentin Nieves exclusively posts videos and instructs members to contact Ms. Valentin Nieves to report grievances. Ms. Valentin Nieves is spreading confusion, misrepresentations and is undermining Defendants' efforts to promote unity with the Plaintiffs. The joint sending of this email by Ms. Hossain with Ms. Valentin Nieves' videos and contact information shows continued work between Mr. Schwartz's "caucus" plaintiffs and Ms. Valentin Nieves to undermine Defendant.

To the extent Ms. Valentin Nieves remains Mr. Schwartz's client and to the extent he does not dissuade his clients from sending joint emails via Defendants' email marketing platform, it is undermining the agreement to unify the parties. Thus, the basis to disqualify Mr. Schwartz continues as through his concurrent representation he is using one client (Ms. Valentin Nieves) to undermine an agreement he made on behalf of another client (Plaintiffs in this matter).

Moreover, if Mr. Schwartz is still representing Ms. Valentin Nieves her actions are preventing the union from functioning properly as she has acted to intentionally cut Defendants off from their channels of communication with their members and the public. This is causing Defendants significant consternation and a concern that the joint unity agreement is being violated before it is signed. If Mr. Schwartz still represents Ms. Valentin Nieves in any claim against the union, he needs to disclose this. If he still represents her, he should be bound by an ethical duty to Plaintiffs to demand she return the passwords to Defendants accounts to not put the unity settlement agreement in danger.

Respectfully submitted,

/s/

Jeanne Mirer